



GUNTLOW & ASSOCIATES, INC.

55 North Street  
Williamstown,  
Massachusetts 01267  
413-458-2198  
413-458-2712 FAX

December 6, 2021

Andrea Llamas  
Town Administrator  
Town of Northfield  
69 Main Street  
Northfield, MA 01360  
(413) 498-2901 ext. 115

RE: Proposal for Land Surveying Services, Northfield Emergency Services Facility  
Northfield, MA

Dear Ms. Llamas,

Guntlow & Associates is pleased to submit this proposal for providing Survey services, for the proposed Northfield Emergency Services Facility along Main Street (near the library) in Northfield, MA.

We have separated the RFP work scope line items into specific related tasks and also provided an estimated fee for each task in order to give you a better feel for the cost associated to the related tasks in case you choose to modify the scope later. The tasks do intertwine a little, for example, the property line work associated to the roadway(s) is needed for the topographical plan but budgeted in the property line task.

We appreciate the opportunity to work on this project, and look forward to working with you.

Sincerely,

Guntlow & Associates, Inc.

Charles J. LaBatt, P.E.  
Senior Engineer

12/6/2021



## **Land Surveying Services, Northfield Emergency Services Facility Project**

### **Scope of Services - General**

- All land surveying work is considered work of a professional nature and shall be performed in conformance with 250 CMR 6.00, commonly accepted standards of care and 250 CMR 5.00: *Professional Practice*
- Computer files will be provided in AutoCAD 2011 format.
- Provide the Owner with a CD of the final survey file in PDF Format.
- Survey to be plotted on a 24" x 36" mylars, at the scale of 1" = 20'-0".

### **Task 1 - Property Line Related – Full Boundary of 39+/- Acre Parcel**

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- Research existing property and abutting property deeds, known public and private sources to determine the current boundaries and recorded plans.
- Conduct a field survey of the premises to locate existing boundary points, monuments and other pertinent property evidence. Boundary Survey (Class A-2).
- Assimilate record and field data. Analyze results and confirm record boundaries as found by field evidence.
- Produce final plan(s) suitable for recording.
  - a. Horizontal control will be in the Massachusetts Coordinate System North American Datum. Vertical control will be in NGVD(1929).
- Any Deed Restrictions, Rights-of-Way, Easements, Setbacks, Buffer-zones or other permitting restrictions must be accurately located.

### **Task 2 - Topographical Plan Related – Proposed Project Area, 8+/- Acres**

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- Topography survey (Class T-2)
- Scale of survey to be 1" = 20'-0"
- Topography should be shown with one (1) foot contours and spot elevations where abrupt changes in grade occur, and at all corners of the building(s) perimeter.



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- Where the property abuts a public street, the topographic and utility information shall extend to the far side of the street.
- Topography shall be shown twenty-five feet beyond property limits in all directions.
- Show sizes, locations, materials and inverts of all below-ground utilities with utility identification. If line extends beyond survey limits, provide location and information to the next structure outside the limit.
- Show all above-ground utilities.
- Denote all site features such as, but not limited to, fences, poles, walks, curbs, benches, steps, trees, shrubs, rock outcrops and water courses.
- Topography shall be tied to NGVD 88 Datum and coordinates unless otherwise authorized to an assumed datum.
- Topography must be affixed to two (2) stable Benchmarks for later use by the Design and Construction team.
- Finish floor grades must be noted at all building entrances.
- Spot grades shall be noted at the top and bottom of all steps.
- All adjacent street lines must be located.

**Fee Schedule**

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Property Line Related	\$11,200
Topographical Plan Related	\$5,000
<b>TOTAL ESTIMATED FEE</b>	<b>\$16,200</b>

Direct expenses such as permit fees, prints, mailings, equipment and mileage will be billed separately at cost plus 10%.

If this is acceptable to you, please sign and date below and return. Thank you again for this opportunity to be involved with this project.

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Town of Northfield

Date

## **GENERAL TERMS AND CONDITIONS**

### **EMPLOYMENT OF THE ENGINEER**

The CLIENT agrees to engage Guntlow & Associates, Inc. (the ENGINEER) to perform the Scope of Services set forth herein as part of this Contract Agreement, and the ENGINEER agrees to perform those services as a representative of the CLIENT.

### **SCOPE OF SERVICES**

The Scope of Services to be performed under this Agreement, along with the definition of specific tasks, and limitations is listed previously and made part of this Agreement.

### **PERIODS OF SERVICE**

The ENGINEER agrees to render services outlined in the Scope of Services within the a period of 6 months from the date of execution. However, should the time of this Contract Agreement extend beyond the specified period of performance as a result of agency reviews and delays beyond the control of the ENGINEER, the ENGINEER will be entitled to additional compensation as determined in negotiations between the CLIENT and the ENGINEER.

Should additional services be added to the Scope of Work by amendment to this Agreement, the period of service shall be specified in each amendment.

The ENGINEER shall not be responsible for failure to perform or for delays in the performance of work under this Agreement, which arise out of causes beyond the control and without the fault or negligence of the ENGINEER.

### **CHANGE OF WORK**

The CLIENT may request at any time, changes to the Scope of Services. Such changes, including any increase or decrease in the compensation, which are mutually agreed upon by the CLIENT and ENGINEER, shall be incorporated as written amendments to this Agreement.

If the ENGINEER is of the opinion that any work it has been directed to perform is beyond the Scope of Services and constitutes additional services, the ENGINEER shall promptly notify the CLIENT in writing. Such changes mutually agreed upon by the CLIENT and ENGINEER shall be incorporated as written amendments to this Agreement. The ENGINEER will perform these additional services after such amendment is duly executed by both parties.



## INSURANCE

The ENGINEER maintains and shall continue to maintain during the performance of this Agreement its standard insurance coverage as follows:

Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.

Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 for each occurrence and an aggregate amount of \$2,000,000.

Automobile Liability Insurance including non-owned and hired automobiles with the following limits:

--	Bodily Injury	\$500,000 each person
--	Property Damage	\$500,000 each occurrence

For any damage on account of any error, omission, or other professional negligence, ENGINEER's liability will be limited to a sum not to exceed \$50,000 or the fee received under this Agreement less third-party costs, whichever is greater.

The CLIENT shall, at all times, indemnify and save harmless the ENGINEER and its officers, agents, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses, and/or economic damages sustained by or alleged to have been sustained by any person or entity, and caused in whole or in part by the acts, omissions, or negligence of the CLIENT, its agents, employees, or sub-contractors in connection with the project.

## TERMINATION

The CLIENT may terminate this AGREEMENT at any time by giving ENGINEER ten (10) days written notice. In such event, all finished or unfinished documents prepared by the ENGINEER shall, at the option of the CLIENT, become the CLIENT's property.

In the event of termination, the ENGINEER will be paid for all services performed up to the date of termination, including those expenditures necessary for the orderly termination of services, and all costs of settling or discharging outstanding obligations incurred by ENGINEER with respect to the terminated services and work under this Agreement.

## USE AND OWNERSHIP OF DOCUMENTS

Drawings, estimates, and reports prepared under this Agreement will become the property of the CLIENT at the completion of services and upon full payment of all services rendered.

Reproducible copies of these documents will be retained by the ENGINEER.

All documents prepared under this Agreement are confidential and the ENGINEER agrees that they shall not be made available to any individual or organization without the approval of the CLIENT.

All documents including Drawings and Specifications prepared by the ENGINEER pursuant to the Agreement are instruments of service with respect to the project. They are not intended or represented to be suitable for re-use by the CLIENT or others on extensions of the project or on any other project. Any re-use without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to the ENGINEER. The CLIENT, or whoever shall re-use said documents, shall indemnify and hold harmless the ENGINEER for all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such

verification or adaptation will entitle the ENGINEER to additional compensation at rates to be agreed upon by the ENGINEER and the person or entity seeking to re-use said documents.

### **SUB CONSULTANTS**

Services to be performed by sub consultants under the Agreement shall not commence prior to receipt of written approval of the sub consultant by the CLIENT. Such approval shall not be unreasonably withheld and CLIENT agrees to inform ENGINEER of its decision within three (3) days of notification of the selected sub consultant(s). Schedule delays resulting from CLIENT's failure to act in a timely manner in approving recommended sub consultants will be the responsibility of the CLIENT.

### **METHOD OF PAYMENT**

The ENGINEER shall submit to the CLIENT monthly invoices for services performed. Each invoice shall be rendered in accordance with the ENGINEER's standard invoicing practice and shall contain the amount due for the current period.

Reimbursable expenses as described within the Scope of Services and including sub consultant fees will be invoiced at a multiplier of 1.1 times the actual cost of the expenses.

CLIENT agrees to make payments to the ENGINEER within thirty (30) days of the date of invoice. A financing charge of 1 percent per month, from date of invoice, will be added to all amounts more than thirty (30) days past due. In addition to the other remedies and provisions of this Agreement with respect to payment, the ENGINEER may, after giving seven (7) days written notice to the CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due ENGINEER and/or any of its sub consultants for services and expenses.

Should it become necessary to use legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, ENGINEER shall be entitled to full reimbursement of all such costs as part of this Agreement.

### **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The ENGINEER certifies that he does not maintain, and will not maintain nor provide for his employees, facilities that are segregated on the basis of race, color, religion, or national origin.

### **SUCCESSORS AND ASSIGNS**

Each of the parties binds himself, his partners, successors, assigns and/or legal representatives to the other party, his partners, successors, assigns and/or legal representatives to the provisions of this Agreement.

### **MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

The proposal language of certificates, certifications, affidavits, or assignments requested of the ENGINEER or ENGINEER's consultants shall be submitted to the ENGINEER for review and approval at least fourteen (14) days prior to execution. The CLIENT shall not request affidavits, certificates, or certifications that would require expertise, knowledge, or services beyond the scope of this Agreement and/or the qualifications or competence of ENGINEER.



Since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications. They represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase, the CLIENT wishes greater assurance as Total Project Construction Costs, CLIENT shall employ an independent cost estimator.

#### **EXTENT OF AGREEMENT**

In entering into this Agreement, CLIENT has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No verbal warranties, representations, or statements shall be considered as part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between the CLIENT and the ENGINEER.

This Agreement represents the entire agreement between the CLIENT and ENGINEER and supersedes all previous negotiations, proposals, and representations. This Agreement may be amended only by a written amendment signed by both the CLIENT and ENGINEER.

#### **ATTACHMENT A**

##### Hourly Billing Rates

Principal .....	\$180.00
Architect .....	\$150.00
Land Surveyor .....	\$160.00
Senior Engineer .....	\$140.00
Project Engineer .....	\$130.00
Landscape Architect .....	\$120.00
Engineer II .....	\$120.00
Engineer I .....	\$110.00
Survey Crew (2 person) .....	\$185.00
Wetland Specialist .....	\$110.00
Designer/Drafter .....	\$ 90.00
Administrator .....	\$ 80.00